

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE HUMAN RESOURCES DEPARTMENT

REQUEST FOR PROPOSALS:

**FOOD SERVICE
FOR
CITY HALL CAFETERIA**

***RFP #09-95
(Rebid for #09-78)***

MAY 2009

David B. Cohen, Mayor

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

June 2, 2009

ADDENDUM #2

INVITATION FOR BID #09-95

RE-BID – CITY HALL CAFÉ

THIS ADDENDUM IS TO: **Change the Submittal Date - 11:00 a.m., June 11, 2009**

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.
Re Cappoli
Chief Procurement Officer

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

May 18, 2009

ADDENDUM #1

INVITATION FOR BID #09-95

RE-BID – CITY HALL CAFÉ

THIS ADDENDUM IS TO:

1. Add a Pre-Proposal Meeting - 11:00 a.m., May 27, 2009 at Room #204, Purchasing, Newton City Hall

2. Change the Submittal Date - 11:00 a.m., June 4, 2009

3. Answer the following Questions:

Q1. Why did the last cafe manager end her contract?

A1. She and her husband worked the café full time and felt that she was not generating enough income and ultimately left due to issues with childcare costs for the summer.

Q2. Are there any numbers available from the last person or the person before her as to profit and loss and expenses so that I can complete a business plan properly and thoroughly for my bid?

A2. There are no profit or loss numbers available, none have ever been provided to the City by any Café operator.

Q3. What are the rules for running a catering business from the location and offering box lunches and platters to other local businesses?

A3. Catering is ok during normal business hours and does not impact the Café operation for City employees. On weekends, the facilities are not open without prior permission from the Commissioner of Public Buildings. In addition, there may be additional charges for a custodian. This may be a topic for discussion with the successful bidder.

Q4. Will there be a common victuallers license attached to the cafe or any other catering or restaurant license and if so, which one?

A4. Yes, upon successful completion of the Health and Fire Department inspections.

Q5. What are the rules for catering at events that take place in the area such as road races and the marathon?

A5. The City encourages employees who need events catered to use the Café operator. For non-City events, this may be a topic for discussion with the successful bidder.

Q6. May I see the menu from the last manager of the cafe?

A6. No Menu is available.

Q7. Will I be able to speak with 5-10 city hall employees to find out what they liked and disliked about the last menu so that I can make sure to bring back and retain the city employees as customers?

A7. Yes, the City will be holding a Pre-Proposal meeting, 11:00 a.m., May 27, 2009 and there will be several employees available, at that time, to speak with.

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.
Re Cappoli
Chief Procurement Officer

CITY OF NEWTON, MASSACHUSETTS

REQUEST FOR PROPOSALS #09-95

CITY HALL CAFETERIA

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REQUEST FOR PROPOSAL

FOOD SERVICE AT CITY HALL CAFETERIA

Part I. Decision to Use a Request for Proposals

The Chief Procurement Officer has determined that in order to select the most advantageous proposal to operate the City Hall cafeteria, comparative judgments of various factors will be necessary. The food offered needs to be of high quality, with good variety and good value. In addition the successful proposer will be one whose business plan for operation of the cafeteria demonstrates a thoughtful and realistic projection of the associated revenue and expenses. The City will also evaluate a proposer's business and catering and/or restaurant background to determine that the proposer can successfully provide the services expected. Each proposer will be interviewed by an Evaluation Committee prior to the final determination of successful proposer.

In as much as the City is providing the cafeteria space, some equipment and required utilities at no cost outside of a nominal (\$1.00 per year) license fee and, other than a weekly service payment of \$200.00 to the contractor for providing the service to the City, there will be no further monetary transaction between the contractor and the City pursuant to this contract, there will be no Cost Proposal associated with this Request for Proposals. The successful proposal will be selected based solely on evaluation of the Technical Proposal as defined herein.

Part II. Introduction

The City of Newton is requesting proposals for the operation of a cafeteria in the lower level of City Hall to provide breakfast, lunch and snacks to City employees and visitors to City Hall. The City intends that the cafeteria will provide a varied and healthy fare at a reasonable cost. The City, on occasion, hires the Operator to prepare food during "snow emergencies". The City will license the successful proposer to use the cafeteria space, including the kitchen and existing equipment and appliances, pay all utilities (with the exception of long distance telephone calls), and provide certain additional services as specified herein. Outside of providing the specified space, equipment, utilities and services the operation of the cafeteria will only be subsidized by the weekly service payment (of \$200.00) and will not be subsidized in any other way by the City. The City will obtain no part of any profits earned, nor be responsible for any loss incurred pursuant to cafeteria operations.

Part III. Schedule

May 21, 2009 May 27, 2009* at 11:00 a.m. five (5) copies of the proposal must be submitted to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459.

***Please note this date has changed from what was previously advertised.**

Part IV. Proposal Submission Requirements

Proposers must submit, with their Proposal, Attachments A, B, & C. Proposals received without these attachments maybe cause for rejection.

Proposal information must be in the same order as the RFP (Proposed Menu, Optional Daily Lunch, Experience & Qualifications, etc.).

The City of Newton's Purchasing Dept. will convert to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to purchasing@newtonma.gov, otherwise you may view all City of Newton public bids online at www.ci.newton.ma.us/bids.

Proposals must be submitted in a sealed envelopes, plainly marked "**RFP #09-95 City Hall Cafeteria**". There will be no public opening of proposals. The names and addresses of all parties submitting proposals will be recorded and the proposals will then be provided to the committee selected to evaluate them.

The technical proposal must incorporate the following elements:

1. **Proposed Menu.** Each proposal shall include a proposed menu, **including prices (per unit of measure cost for evaluation purposes only) to be charged.** In addition the proposal shall include portion size, such as number of ounces or other quantifiable criteria for each menu item proposed. This information will be used as required to accurately compare menu prices between different proposals. The proposed menu shall, at a minimum, include offerings in each of the following categories
 - a. Breakfast foods - including typical breakfast grill items and breakfast baked goods (muffins, pastries, bagels, etc.).
 - b. Lunch selections - including hot and cold sandwiches, grill items, salads and soup.
 - c. Beverages - including coffee, tea, milk, soft drinks, fruit juices and bottled waters.
 - d. Dessert and snack items – such as; pudding, jello, chips, cookies, candy bars, ice cream, and must include healthful options as well as one fresh seasonal fruit.
2. **Optional Daily Lunch Specials.** Each proposal shall include a sample week's worth of lunch specials, if vendor chooses to provide this option, that would be offered, including the prices to be charged.
3. **Experience and Qualifications.** Each proposal shall include a description of the qualifications and food service experience of the proposer, the on-site manager, and all on-site staff critical to the daily operation. Resumes of all Key Personnell must be submitted. Any changes to Key Personnell during the term of the contract must be approved by the Human Resource Director prior to any action.

A description of all food safety, management and/or preparations courses or programs attended by the proposer and the on-site manager should be provided, including certificates and degrees awarded.
4. **Proposed Equipment, Furnishings, Dishes and Flatware.** Information (i.e. brochures or specifications) on any proposed equipment or furnishings for the food preparation, serving, or seating area, and samples of the proposed dishes and utensils for serving the food and drinks should be made available to the Committee to evaluate. The City of Newton strongly encourages the use and purchase of **RECYCLED** products.
5. **Proposed Business Operations Plan.** Each proposal shall include the Operator's projected business plan for operation of the Cafe. Areas covered by the plan should include at a **minimum** the following:
 - a. Hours of operation. The optimum schedule for the cafeteria would provide hours of operation from 7:00 a.m. to 3:00 p.m..
 - b. Proposed plan of operation in such areas as staffing level during peak and non peak periods, percentage of food pre-made on-site, delivery schedules, methods of displaying and serving food, etc.

Alternative schedules can be proposed, especially if accompanied with a partially pre-made menu, and will be evaluated in accordance with Part V, paragraph 5 below.

- c. Proposed plan of operation allows for Operator to be available for “snow emergency” service.
 - d. Detailed projection of start up costs. Prior to award of a contract the proposer may be required to demonstrate the availability of sufficient capital to defray start up costs.
 - e. Projected operating expenses in the categories of equipment, staff, food, and staples, paper and other consumables, and other routine operating and maintenance expenses.
 - f. Projected sales revenue with a detailed analysis to support the revenue projection.
6. **References.** A minimum of three business references should be submitted from individuals in a position to observe the proposer in related work.
7. **Addendum(s).** Proposer must acknowledge, on the form - Appendix A, all addendums filed under this RFP. *Please note that all addendum will be faxed to all those that have made themselves known to the Purchasing Dept. as having acquired this RFP. You can notify the Purchasing Dept. by emailing purchasing@newtonma.gov or faxing (617) 796-1227.*

Part V. Minimum Criteria

All proposals must meet the following minimum criteria in order to be considered for further evaluation:

1. **Experience.** The proposer, on site manager, and critical staff members, must have at least five years experience in the restaurant or food service industry.
2. **Standard Menu.** The proposed standard menu must include a minimum of 3 breakfast selections, 3 lunch selections - including salad, sandwiches (both of which may be pre-made on site) and one hot item - and selections from each of the identified beverage categories, in addition to 1 dessert item, 4 snack items (1 healthful option) and 1 seasonal fruit.
3. **Optional Daily Specials.** The sample lunch special proposed in accordance with item 2 of the Proposal Submission Requirements, it may be a hot or cold or low-fat and low calorie special.
4. **Staffing Requirements.** The proposed business plan must indicate that at least two staff members will be present during peak hours (12:00 p.m. to 1:30 p.m.) to ensure prompt service at the serving line. If the proposal is offering a partially pre-made menu, an alternative staffing schedule will be considered. Staff will be expected to not take lunch or other employee breaks during this period. The Person in Charge (individual with Food Service Certificate) shall be on-site for at least 80% of operating hours.

The proposed business plan will have resumes of all key personnel and staff.

Operator and staff will be required to behave in a professional and courteous manner at all times and trained on the menu pricing to ensure consistency.

5. **Menu display.** A menu will be displayed for patrons to see the current pricing for all items. Staff will be trained and familiar with the pricing.

Part VI. Comparative Evaluation Criteria

Proposals which meet the minimum criteria will be evaluated based on the following comparative criteria:

1. Experience and Qualifications.

- A. Number of years proposer, on-site manager, and on-site cook, has in the restaurant or food service industry:
- Highly Advantageous* - 6 or more years
Advantageous - 5 years
Not Advantageous - less than 5 years
- B. Number of accredited food preparation or food safety courses or programs completed by proposer, on-site manager, and on-site cook:
- Highly Advantageous* – 5 or more
Advantageous - 2-4
Not Advantageous - 1 or none

2. Standard Menu Variety.

- A. Breakfast menu:
- Highly Advantageous* – 4 or more breakfast selections
Advantageous - 3 breakfast selections
Not Advantageous - less than 3
- B. Lunch menu:
- Highly Advantageous* – more than 3 selections
Advantageous - 3 lunch selections
Not Advantageous - less than 3
- C. Beverages:
- Highly Advantageous* – includes additional beverage selections
Advantageous - includes all the identified beverage types
Not Advantageous - does not include all the identified beverage types
- C. Dessert and snack items:
- Highly Advantageous* - 1 dessert and 4 snack items (1 healthful option & 1 fresh seasonal fruit)
Advantageous - 1 dessert and 4 snack items (1 healthful option & 1 fresh seasonal fruit)
Not Advantageous - less than 1 dessert and less than 4 snack items (no healthful options/no fresh seasonal fruit)

3. Optional Daily Specials.

Highly Advantageous – Proposed sample offering includes 1 or more additional selections each day

Advantageous - Proposed sample offering meets minimum criteria only and does not offer a daily special

4. Staffing Requirements.

Highly Advantageous - Food Service Certificate holder shall be on-site for more than 80% of operating hours

Advantageous – Food Service Certificate holder shall be on-site for a minimum of 80% of operating hours

5 Menu Price.

All proposed food menu prices shall include all taxes. Each member of the evaluation committee will make selections from the proposed menu as described below. Each member will be charged with making a particular type of selection (e.g. for breakfast, a baked good and coffee, or for lunch, a daily special and a beverage) and will make consistent selections from each proposers menu. The committee will, as required to ensure accurate comparison, pro-rate menu prices to adjust for different portion sizes.

- A. Breakfast: selections will consist of one breakfast item and a beverage (at least one selection will include a hot entree).

Highly Advantageous - Average total price of selections: \$4.00 or less

Advantageous - \$4.01 and \$4.50

Not Advantageous - \$4.51 or higher

- B. Lunch: selections will consist of one item and a beverage (at least one selection will be a daily special, and one additional selection will be low-fat and low-calorie).

Highly Advantageous - Average total price of selections: \$6.00 or less

Advantageous - \$6.01 to \$6.75

Not Advantageous - \$6.76 or more

- C. Lunch: one selection will be a hot/cold sandwich, chips, and a beverage.

Highly Advantageous - Average total price of selections: \$6.50 or less

Advantageous - \$6.51 - \$7.00

Not Advantageous - \$7.01 or more

- D. Dessert and Snack Items: selections will consist of one snack item and a beverage.

Highly Advantageous - Average total price of selections: \$1.75 or less

Advantageous - \$1.76 to \$2.25

Not Advantageous - \$2.26 or higher - *not advantageous*.

THIS SPACE INTENTIONALLY LEFT BLANK

6. **Proposed Business Plan.**

A. Hours of operation:

Highly Advantageous - Provide hours of operation from 7:00 a.m. to 3:00 p.m and/or will be available for hire during snow emergencies.

Advantageous - Proposals which provide a shortened operating schedule but include full service during breakfast and lunch periods

Not Advantageous - proposals which include a shortened operating schedule and full service during lunch period only

B. Staffing

Highly Advantageous - Proposals which provide additional operating staff

Advantageous - Proposals which provide the minimum identified staffing levels

C. Capital

Highly Advantageous - Proposals which show capital immediately available to defray projected start up costs

Advantageous - Proposals which indicate 30% or less of projected start up costs will require borrowing

Not Advantageous - Proposals which indicate more than 30% of projected start up costs will require borrowing

7. **References.**

Advantageous - 3 positive business references

Not Advantageous - a poor reference report.

8. **Interview**

Proposers whose submittals meet the minimum criteria will be required to attend a personal interview with the Evaluation Committee. The purpose of the interview will be to allow the Proposer to verbally present his/her plan for the successful operation of the cafeteria and to respond to questions from the committee.

Highly Advantageous - Proposers who present a clear and creative plan for the cafeteria facility and who demonstrate a clear and realistic understanding of the potential revenue and costs involved in its successful operation based on documentable past experience

Advantageous - Proposers who present a plan that is less clear, less creative and whose understanding of the potential revenue and costs involved, though adequate, is not based on specific past experience

Not Advantageous - Proposers whose presentation is unclear and uncreative and who do not demonstrate a clear understanding of the potential revenue and costs involved with successful operation of the facility.

Part VII. Award of Contract

The contract will be awarded to that proposer deemed by the evaluation committee and the Chief Procurement Officer to have submitted the most advantageous proposal taking into consideration all of the listed comparative criteria. The City reserves the right to reject any and all proposals as determined to be in the best interests of the City.

Part VIII. Scope of Work and Contract Requirements

A. General

1. The successful proposer (“Operator” hereafter) will provide cafeteria clientele with a basic menu of high quality, varied meals, snacks, and beverages. There are approximately 250 employees within City Hall. Employees from departments in other locations throughout the city frequent City Hall on a regular basis and may comprise an additional potential customer base. The cafeteria will also be available to all members of the general public who may visit City Hall.
2. The Operator may promote its services in City publications such as newsletters, bulletins, etc. All notices and announcements shall be approved by the Director of Human Resources. No advertising or promotional announcements outside of City of Newton publications will be permitted without written permission for the Director of Human Resources
3. It shall be the responsibility of the Operator to establish, review and control the pricing and portion sizes of all items available for sale in the cafeteria with final review and written approval by the Director of Human Resources.
4. **The term of the agreement resulting from this RFP will be three years from the date of contract execution.** The City may terminate this Agreement at any time upon thirty (30) days written notice for any reason including its own convenience or for cause, including but not limited to, failure to pay monies due for use of the Premises, failure to have any necessary local, state or federal licenses and/or permits, failure to pay any and all required taxes, failure to maintain required worker’s compensation insurance in force at all times, failure to comply with any local, state or federal regulations pertaining to food establishments of this type, failure to promptly correct any use of the premises which conflicts with the City’s use, and failure for satisfactory behavior of all staff/management. In the case of a termination for cause, the City shall give the Operator a written notice of termination stating the basis of the termination, effective thirty (30) days after the Contractor’s receipt of such termination notice. The Operator shall have the right to cure the for cause termination within ten (10) days of receipt of the termination notice.
5. Upon award of the contract, the cafeteria operator will be expected to provide certificates of insurance, naming the City as an additional insured reflecting the existence of at least \$1,000,000 of General Comprehensive Liability Insurance, including Products and Completed Operations coverage, and Workmen’s Compensation insurance covering any employees in the full amount required by Massachusetts law. The Operator will be responsible for providing property loss insurance for its own property located in the cafeteria space.
6. The Operator will obtain at its sole expense all local, state or federal licenses and/or approvals necessary for its operation of a cafe in the premises and shall maintain such licenses/approvals throughout the time it uses the premises pursuant to this RFP. The Operator will comply with all local, state and federal laws and ordinances in operating the cafe.
7. The Operator will on a semi-annual basis provide to the Director of Human Resources a detailed written statement of all revenue and operating expenses relating to cafeteria operations. Annually, the operator shall document its payment of all applicable taxes and compliance with all relevant federal, state or local tax laws. Annually at minimum, and as may be otherwise requested by the City, the operator shall provide evidence of Worker’s Compensation insurance as required in paragraph 5, above.

B. Facilities and Equipment

1. The City will for a \$1.00 annual fee license the Operator to use the cafeteria space for the sole purpose of operating a cafeteria in accordance with this RFP. The cost of electricity, gas, water and sewer will be provided by the City. The following equipment is installed in the cafeteria space and will be available for use by the Operator:

Dellfield #8187 drop in stainless steel cold pan
Wells #MOD-400D stainless steel hot well, 3 units
Southbend #MM1 range/griddle/fryer/oven *
Hoshizaki #KM-250MAB Ice machine
Traulsen #RHT-3-32 Nut Reach in refrigerator
Stainless steel salad bar table
(2) Stainless steel work table
(4) Sections of chrome plated shelving
Food preparation sink
Hand sink
Slop sink
(1) 6' oval dining table
(7) 5' round dining tables
(44) 24 plastic, 20 wood
Microwave – Sharp Carousel II

2. The City will ensure that the equipment and facilities are clean and in proper operating condition upon commencement of contract services. With the exception of the exhaust hood and related duct work, the Operator shall during the contract term be responsible for all required cleaning, maintenance contracts and minor repairs to the equipment provided by the City. Minor repairs are defined as all repairs costing up to \$250.00. Repairs exceeding \$250.00 will be the City's responsibility, provided that the need for such repairs were not caused by any misuse, abuse or neglect of City owned equipment by the Operator or its employees. The Operator shall report all equipment failures requiring repair, immediately to Art Cabral, Public Buildings department, (617) 796-1600 and Jose Ramirez, City Hall custodian (ext. 1231).

The City shall be responsible for the exhaust hood and related duct cleaning, which shall be performed at mutually agreed upon dates and times.

3. All kitchen mechanical equipment, including all optional equipment provided by the Operator, including but not limited to soda display cases, desert, dairy and other assorted refrigerated cases, shall be serviced, at Contractor's expense, at least semi-annually to ensure proper operation. Service to heating and cooling equipment must include compressors, coils and related mechanical components. It shall be the Operator's responsibility to ensure that all display cases are moved and the compressors, coils, interior, and exterior of machines/equipment washed and cleaned of dirt, dust, grease and debris including behind and beneath the units (regardless of size). Upon expiration of the contract the equipment identified above shall be left in a condition correspondent to its status at contract commencement, normal wear and tear expected.
4. The City does not guarantee the uninterrupted provision of electric, gas or other utilities or service except to ensure that all reasonable and diligent efforts will be pursued in restoring interrupted service. The City shall not be liable for any losses incurred by the Operator which may result from interruptions or failure of such service.

****The current stove is inoperative and shall be replaced upon award of this contract. It is expected that the stove will take approximately 6-8 weeks for delivery and installation. Usage of this equipment will not be allowed while the Café is operating, until replacement is made.***

5. The Operator shall be responsible to provide any additional equipment which it deems necessary by reason of its operation of the cafeteria in the premises. All such additional equipment to be delivered to or installed in the cafeteria space must be approved in advance by the Commissioner of Public Buildings, or his designee. Any equipment, fixture or appurtenance the installation of which requires a permanent alteration to the building structure shall become the property of the City upon expiration or termination of the agreement. The City may, at its discretion may allow the Operator to remove equipment, fixtures or appurtenances if the Operator at its own expense and to the City's satisfaction restores the building structure to its condition prior to installation.
6. The Operator will not perform any spatial modifications to the cafeteria facility. The City will in good faith, but without obligation, consider modifications to the facility which the Operator desires to enhance serviceability. All such modifications will be performed by the City's own work crews or contractors. In no instance shall failure by the City to perform a requested modification relieve the Operator from fully performing its obligations under this contract.
7. With the exception of items identified in paragraph B.1 the Operator shall be responsible to provide additional furnishings including but not limited to tables, chairs and waste receptacles required for the convenience of customers in the seating area. Any such furnishings shall remain the property of the Operator and shall be promptly removed upon expiration or termination of this agreement.
8. The Operator shall provide all required equipment, furnishings, appliances, dishware, flatware, paper goods and other utensils required for the serving and consumption of the menu items. Commercial quality paper/plasticware for customer use will be acceptable, use of recyclable items preferred

C. Access To and Use of Space

1. For purposes of food preparation, cleaning, etc., or for any of the purposes identified in Section F below, the Operator will be allowed access to the cafeteria space between the hours of 6:00 A.M. and 6:00 P.M. Monday through Friday. The Operator shall have no right to use the premises except during those hours described above except as specifically permitted by the Commissioner of Public Buildings or his designee, which permission shall not be unreasonably withheld. The cafeteria operation shall not interfere with the normal operations of City Hall.
2. The seating area of the cafeteria shall be available during the cafeteria operating hours to all City employees and the public regardless of whether they have purchased food or beverage from the cafeteria. Employees who bring their own lunch may eat their lunch in the cafeteria regardless of whether they have purchased a beverage or food item from the cafeteria.
3. The City or individuals as permitted by the City may use the cafeteria seating space at times when the cafe is not operating, provided that such use shall not be inconsistent with the Contractor's use and the City notifies the Contractor of such intended use in advance. The Contractor shall not be responsible for any damage to the premises caused by the City or such individuals or groups.
4. Vehicle Parking: there is limited vehicle space with direct access to the cafeteria and only one small to mid-sized vehicle shall be allowed to park at any given time. **There will be no exception** during regular operating hours of the building (7:00 a.m. – 5:00 p.m.).

D. Cleaning and Sanitation Requirements

1. The Operator shall comply specifically with all cleaning requirements listed herein and in 105CMR590, Article X of the State Sanitary Code and in addition shall maintain all areas of the cafeteria space in a clean and sanitary manner in accordance with the highest industry standards. The Operator shall train all employees in a "clean-as-you-go" policy. The cafeteria facilities will be subject to regular inspection by City of Newton Health Department officials.

2. Cleaning frequency of processing areas shall be mandated by the types of food processed and any change in operation for that area. Also, at the end of each working day, utensils, equipment and surfaces used in processing shall be washed and sanitized. Non-food contact areas and equipment shall be cleaned as often as necessary to prevent buildup of dirt, food particles and other debris.
3. The Operator must provide an action plan for their daily and monthly “heavy cleaning” schedule in addition to a listing of qualified personnel or contractors to perform those duties. All heavy duty cleaning shall be coordinated by and the responsibility of the Operator, working through the City Hall Custodian. Heavy Duty cleaning shall include, but not limited to: cleaning compressors, coils and grills as well as degreasing the floor trap and the fryalator; moving and cleaning underneath all equipment and inside ovens.
4. Continually through the day the Operator shall keep clean the tile floor in the kitchen and serving area and shall ensure the carpet, tables and chairs, in the seating area are clean and free of crumbs and other debris. On a weekly basis the Operator shall wash and wax the tile floors. The City shall perform carpet shampooing as it deems required during the contract term.
5. Cafeteria patrons shall be expected to bus their trays, plates, cups and other debris to designated receptacles and locations. The Operator shall be responsible to monitor the cafeteria seating area during service hours to ensure it is maintained in a clean condition, with trash and debris removed from tables, trash receptacles emptied, and tables and chairs wiped down as needed. The Operator may deposit trash in the City Hall dumpster.
6. The Operator shall encourage the recycling of plastic, glass and aluminum beverage containers and shall provide separate receptacles for this purpose. The Operator is strongly encouraged to use recycled products (i.e. paper coffee cups, etc.).
7. If the Operator notices any condition which is unsafe, unhealthy, or in any other way would cause an accident, Operator shall make or cause to be made appropriate repairs to remedy the condition. If correction of the condition will take more than routine attention, then the Operator agrees to notify the Director of Human Resources immediately.

E. Personnel Requirements

1. The Operator will be responsible to recruit, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the cafeteria. The Operator shall require its employees to comply with all instructions, regulations, and codes of conduct as specified by the City.
2. The Operator shall employ an on-site manager, unless operator will be manager, to be in charge of all or part of the daily operations of the cafeteria. Such manager must be authorized to make decisions and act on behalf of the Operator when the Operator is not present in the cafeteria. Any instruction or communication given by the City to the manager pursuant to this contract shall be binding upon the Operator. The manager and his/her experience and qualifications must be identified in accordance with the requirements of this RFP. The person designated as manager is subject to approval by the City and once approved may not be changed or replaced without the prior consent of the City.
3. The Operator and on-site manager shall obtain and maintain any certifications and accreditations that are required or may become required by state or local ordinance relevant to the operation of the cafeteria.
4. The Operator or on-site manager must be present in the cafeteria for at least 80% of the operating hours. During all other operating hours, the manager or an approved assistant may be present.
5. The Operator agrees to comply with all City, State and Federal laws and regulations regarding employment, including but not limited to those pertaining to non-discrimination in hiring and employment practices.

6. Employees of the Operator shall be appropriately uniformed when performing their work assignments in the cafeteria. The term appropriate uniform is interpreted to include all apparel, visible badges, hats, hair nets, etc. The Operator must submit samples of uniforms and other apparel of all service personnel for approval by the City prior to commencement of services.
7. The Operator, on-site manager, and all employees, shall at all times be pleasant, friendly and helpful.
8. The Operator, on-site manager, and employees shall have knowledge of the prices.
9. Employees of the Operator shall not take break during peak hours of operation (8:00 a.m. – 9:30 a.m., 11:30 a.m. – 1:00 p.m.)

F. Additional Services

1. The Operator may provide catering services to City departments holding meetings or other functions. Such meetings and functions may be in City Hall or other locations throughout the city. All arrangements for menu selections, price etc. shall be made directly with the using department. The invoice for such services will be sent to and processed for payment by the using department. Any catering services provided by the Operator are strictly a convenience to City departments. Departments may make alternate arrangements for catering at their discretion.
2. The Operator may provide catering services to the City during snow emergencies. All arrangements for menu selection, price etc. shall be made directly with the using department. During snow emergencies, the city may want to provide coffee, breakfast, or a meal to city employees providing snow plow services.
3. The operator may provide catering services to private individuals for non-City functions that are held in City-owned facilities (e.g. the Newton War Memorial Auditorium). In such event, the Operator may utilize the cafeteria kitchen facilities to the extent such activity does not interfere with the normal operation of the cafeteria. The Operator may also utilize the kitchen facilities for catering services for private functions held off City-owned property, provided that Operator requests and receives written approval from the Commissioner of Public Buildings. Such activity cannot interfere with the normal operations of the cafeteria.

END OF SECTION

ATTACHMENT – A

Proposer acknowledges the following Addendum _____, _____, _____, _____

- **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

Name of person signing bid or proposal

Name of Business Entity (if any)

ATTACHMENT – B
CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **proposal**.)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is **ON OR BEFORE** the date the officer signed the **proposal**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is **ON OR AFTER** the date the officer signed the **proposal**.)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

ATTACHMENT – C

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY - CONTRACTOR AGREEMENT - NO. C-
FOR
CAFETERIA SERVICES
AND
LICENSE FOR USE OF THE CITY HALL CAFETERIA

This Agreement and License for use of the City Hall Cafeteria space ("Agreement") is made this ____ day of _____, by and between:

the("OPERATOR"), and the City of Newton, a municipal corporation existing under the laws of the Commonwealth of Massachusetts, acting through its Director of Personnel Human Resources, its Commissioner of Public Buildings and its Chief Procurement Officer, but without personal liability to them, ("CITY").

WITNESSETH that:

WHEREAS, the CITY desires a cafeteria primarily serving City Hall employees to be operated in the basement of City Hall ("Premises") and is willing to license the Premises, which includes the kitchen and adjacent seating area, and the equipment and seating not provided by OPERATOR therein for that purpose; and

WHEREAS, the OPERATOR responded to the CITY's Request for Proposals #09-95 and the OPERATOR's Proposal was determined to be the best responsive proposal.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the CITY and OPERATOR agree as follows:

1. CONTRACT DOCUMENTS.

1.1 The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated therein by reference:

- a. This Agreement.
- b. EXHIBIT A: The CITY's Invitation No. RFP #09-95.
- c. EXHIBITS B: The OPERATOR's Proposal ("Proposal"), dated _____, provided, with the sample menu selections and prices contained in such Proposal.

This Agreement, together with the other documents enumerated in this Article including any amendments executed in accordance with the provisions of this Agreement, constitute the entire contract between the CITY and the OPERATOR, and any reference herein to the "Agreement" shall be deemed to include all Contract Documents unless it is clear from the context of the sentence in which the word "Agreement" appears that such work is only intended to refer to the provisions contained in this Agreement form itself.

1.2 In the event of any inconsistencies between a provision(s) of the text of this Agreement and any provision(s) of any such attached document(s), the parties intend to be bound by the provision(s) as set out in the text of this Agreement.

2. SCOPE OF SERVICES.

The OPERATOR shall operate the City Hall cafeteria in accordance with the terms and conditions for such services as set forth in Exhibit A, including but not limited to the terms and conditions contained in Part IV Minimum Criteria, and Part VII Scope of Work and Contract Requirements, Sections A-F. The OPERATOR agrees to operate the cafeteria from 7:00 a.m. - 3:00 p.m. every day when Newton City Hall is normally open, Monday through Friday, for the term of this Agreement. To the extent that the manner of performing the services is not specified in Exhibit A, the OPERATOR shall perform such services in accordance with its representations, if any, contained in Exhibits B, and more specifically, shall provide staffing for the cafeteria in accordance with its "Proposed Business Operations Plant (Part V)" contained in Exhibit B. Any modification of the scope of services to be provided or the manner of providing such services shall require an amendment to this Agreement executed in accordance with the provisions of this Agreement, provided, however, that the initial review and approval, and any modification of such approval, for pricing and portion sizes as provided in Exhibit A, Part VII, Section A 3, and any modification of staffing patterns from that proposed in Exhibit B need only be approved in writing by the Director of Personnel/Human Resources.

The parties recognize that subsequent to the execution of this Agreement, the OPERATOR will require a short period of start-up time before the cafeteria can commence full operations in accordance with all the requirements of this Agreement. The OPERATOR shall commence full operation of the cafeteria no later than _____.

3. TERM.

The term of this Agreement shall extend for a period of three (3) years, commencing on **day of contract execution and extending through June 30, 2012**, unless terminated earlier in accordance with the provisions of Exhibit A, Part VII, Section A 4.

4. COMPENSATION.

The OPERATOR shall receive compensation from the CITY for the services provided pursuant to this Agreement in the amount of \$200.00 per week, for every week the cafeteria is operated by the OPERATOR. The amount of \$200.00 per week will be prorated in any week that the cafeteria is closed for more than one day during the typical five day week. In no event shall the OPERATOR receive compensation for days in which the OPERATOR voluntarily closes the cafeteria. The OPERATOR shall submit weekly invoices for payment to the Director of Human Resources. In addition, the CITY shall pay the cost of utilities to run the cafeteria and the CITY shall provide and maintain a telephone line and telephone at the Premises for the OPERATOR's use. The OPERATOR shall be responsible for monthly long distance and usage charges.

The OPERATOR shall receive no compensation from the CITY for the services provided pursuant to this Agreement, provided, however, that the CITY shall pay the cost of utilities to run the cafeteria. In addition, the CITY shall provide and maintain a telephone line and telephone at the Premises for the OPERATOR's use. The OPERATOR shall be responsible for monthly long distance and usage charges.

5. USE PREMISES AND EQUIPMENT.

5.1 The OPERATOR provides cafeteria services to the CITY under the provisions of this Agreement, the CITY grants to the OPERATOR a license to use the Premises and certain City-owned Equipment and Furnishings in accordance with the provisions of Exhibit A, Part VII, Sections B 1-8 and C 1-3. The rights given to the OPERATOR hereunder shall not constitute either an easement, lease, tenancy at will or other similar property right, but shall be simply a revocable license. This Agreement shall not be recorded or filed in the Registry of Deeds or the Land Registration Office and it contains all the agreements made between the parties hereto with regard to use of the Premises or City-owned Equipment.

5.2 The OPERATOR agrees that if any aspect of its cafeteria operation conflicts with the normal operations of City Hall, the OPERATOR shall, upon notice, promptly eliminate the identified conflicting use.

5.3 The OPERATOR shall provide at its own expense any additional equipment or furnishings which it deems necessary for the operation of the cafeteria as required under this Agreement in accordance with the provisions of Exhibit A, Part VII, Section B 6-8. The OPERATOR shall be solely responsible for the loss or damage to its own equipment, furnishings, materials or supplies which are kept or stored on the premises of City Hall, and shall be responsible for providing property loss insurance for such equipment, furnishings, materials or supplies.

5.4 The OPERATOR shall be responsible for any damage to the Premises or City-owned Equipment or Furnishings which is caused by its employees, agents or invitees, including damage caused by patrons of the cafeteria. The

OPERATOR shall repair any such damage at its sole cost and expense and shall also make all reasonable efforts to insure that the Premises, City-owned Equipment or Furnishings are left in at least as good condition as it was at the time it took over such space, reasonable wear and tear excepted. The OPERATOR shall not be responsible for any damage to the Premises, City-owned Equipment or Furnishings which are caused by City employees and occurs when they are not cafeteria patrons, nor for damage caused by other individuals or groups which may use the Premises, City-owned Equipment or Furnishings pursuant to the provisions of Exhibit A, Part VII, Section C 3.

5.5 The OPERATOR shall not use the Premises, City-owned Equipment, Furnishings or the utilities provided except to perform the services called for under this Agreement, unless such use is approved in writing by the Commissioner of Public Buildings.

6. SIGNAGE.

The OPERATOR shall not erect or place any sign on the exterior of the City Hall and shall not solicit cafeteria patrons outside of City Hall except as provided in Exhibit A, Part VII, Section A 2. Any signage on the interior of City Hall shall be subject to review and approval of the Director of Personnel Human Resources.

7. INDEPENDENT CONTRACTOR.

The OPERATOR agrees that it is responsible as an independent OPERATOR for its respective operations and for all acts of its officers, employees and/or agents. The OPERATOR agrees that it shall indemnify, hold harmless and defend the City of Newton, its officers, boards, committees and employees, from any and all loss, damage, cost, charge or expense including but not limited to attorneys' fees, court costs and interest arising out of damage or loss to persons or property sustained by anyone by reason of the use or occupation by the OPERATOR of the Premises, or caused in whole or in part directly or indirectly by an act, default or omission of the OPERATOR or its officers, agents, employees or anyone for whose acts the OPERATOR may be held liable, regardless of whether or not said damage or loss is caused in part by the City of Newton, its officers, boards, committees or employees, or omission by its officers, agents, employees or anyone for whose acts the OPERATOR is responsible. Certificates of insurance reflecting the required general comprehensive liability coverage and worker's compensation coverage for the OPERATOR's employees shall be submitted by the OPERATOR at the time it signs this Agreement and shall be provided by the OPERATOR as coverage are renewed.

8. NOTICES.

Any notice given under the Agreement by either party to the other shall be sufficient if sent by United States registered or certified Mail, postage prepaid, addressed as follows:

To the OPERATOR:

To the CITY:

Dolores Hamilton
Director of Human Resources/Personnel
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 04159

and

City Solicitor
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

9. MISCELLANEOUS PROVISIONS.

Upon request, the OPERATOR shall provide the CITY with copies of any and all licenses, permits and/or approvals necessary for its performance of the services called for under this Agreement. In addition, the OPERATOR will provide the CITY with copies of any of the materials used to train its staff, and/or permit the CITY to observe its training activities with staff, and will provide evidence that all staff has received the appropriate training for the work which they are performing and have any and all certifications and/or licenses which may required in order to perform such work.

The storage, preparation and service of all food and beverages provided by the OPERATOR pursuant to this Agreement shall comply with all applicable federal, state and/or local health laws, ordinances, codes or regulations.

Upon request, the OPERATOR shall provide the CITY with nutritional and/or ingredient information concerning the food or beverages offered by the OPERATOR and shall use its best efforts to provide nutritious, high quality food and beverages at a low price.

The OPERATOR shall contact the Newton Health Dept., John McNally (617) 796-1420, no less than 6 business day prior to beginning services so that they may complete a health inspection.

10. GOVERNING LAW & MODIFICATIONS.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement cannot be modified orally, but can be changed only through a duly authorized written amendment executed in the same manner as this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under seal in quintuplet on the dates set out below.

OPERATOR

CITY OF NEWTON

By: _____

By: _____
Re Cappoli, *Chief Procurement Officer*

Title: _____

Date: _____

Date: _____

By: _____
A. Nicholas Parnell, *Commissioner of Public Buildings*

Date: _____

Approved As To Legal Form and
Character

By: _____
Associate City Solicitor

By: _____
Dolores Hamilton, *Director of Personnel*
Director of Human Resources

Date: _____

Date: _____

APPROVED

By: _____
David B. Cohen, *Mayor*

Date: _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.